# Residential Lease Agreement

## 2612 Idell St Apartment 29

## Los Angeles, California 90065

ZILLOW DRAFTED THIS LEASE PURSUANT TO THE LEGAL REQUIREMENTS OF THE STATE OF **California**. SOME LOCALITIES MAY IMPOSE ADDITIONAL REQUIREMENTS WHICH ARE NOT REFLECTED IN THIS LEASE.

WHILE ZILLOW HAS MADE AN EFFORT TO OFFER THE MOST CURRENT AND ACCURATE INFORMATION POSSIBLE, LAWS AND REGULATIONS ARE SUBJECT TO CHANGE AND THE INFORMATION IN THIS LEASE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS OR COMPLY WITH LOCAL LAW. ZILLOW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN THIS LEASE. IF YOU HAVE ANY QUESTIONS ABOUT THE LEGAL IMPLICATIONS OF THIS LEASE, PLEASE CONSULT WITH A LICENSED, LOCAL ATTORNEY.

ZILLOW DISCLAIMS ALL LIABILITY RESULTING FROM ANY CHANGES MADE OUTSIDE OF THE ZILLOW PLATFORM, INCLUDING ANY CHANGES THAT VIOLATE APPLICABLE LAW.

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**Documents incorporated into, and attached as part of, this Lease agreement are selected below:**

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Asbestos Report

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Methamphetamine Laboratory Contamination Notice

Conversion Project Notice

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Protect Your Family from Lead in Your Home Pamphlet

Section 8 / Housing Choice Addendum

Declaration of Condominium

Homeowners / Condominium Associations Rules and Regulations

This Residential Lease (**Lease**) is entered into on the date of the last signature below (the **Effective Date**) between **Tori Lawson** (**Landlord**) and

**Tori Lawson** (**Tenant**)

for **2612 Idell St Apartment 29 Los Angeles, CA 90065 (Property).**

Landlord's Managing Agent is **Tori` Lawson (Managing Agent)**.

Landlord hereby leases the Property to Tenant, subject to the terms and conditions of this Lease:

# 1. Basic Terms

## 1.1. AMOUNTS DUE FROM TENANT UPFRONT

### 1.1.1. Rent for First Month

$**0.00** Prorated Monthly Rent for partial first month of the Term due at Start Date (See Section 1.5 below)

$**0.00** Monthly Rent for full first month of the Term due on the First Monthly Rent Due Date after the Start Date (See Section 1.5 below)

### 1.1.2. Total Due Upfront

$**0.00** due at signing.

$**0.00** due at Start Date.

## 1.2. ADDITIONAL OCCUPANT INFORMATION

The following additional occupants (**Occupants**) may occupy the Property.

| Additional Occupant Name | Age |
|---|---|
| **Jay Hyde, Agent** | **41** |

## 1.3. PROPERTY

| Property Location |
|---|
| **2612 Idell St Apartment 29 Los Angeles, CA 90065** |

The Property is a unit in a multifamily residence (for example, an apartment, condominium, tenancy-in-common, in-law suite, duplex, or multiplex) (**Building**) located at **2612 Idell Street Apartment 29 Los Angeles, California Los Angeles, California 90065**.

The Property includes all appliances, fixtures, and equipment installed on the Property as of the Start Date (as defined below), including the following:

**Refrigerator; Oven/range; Microwave; Dishwasher; Clothes washer; Clothes dryer; Window air conditioner(s); 2612 Idell St Apartment 29 Los Angeles, California 90065 ; 2612 Idell St Los Angeles, California 90065**.

## 1.4. TERM

Month to Month. The term of this Lease (Term) will begin on **March 5, 2025** (**Start Date**) and will continue on a month-to-month basis. Either Landlord or Tenant may terminate the month-to-month tenancy by providing at least 30 days' notice to the other. If Tenant has occupied the Property for one year or more, Landlord may only terminate this Lease as permitted by local and California law and by providing at least 60 days' notice to Tenant. In either case, termination will be effective on the date specified in the notice with Rent prorated based upon the number of days from the last Rent due date to the date specified in the notice and a 30-day month.

# 1.5. RENT

### 1.5.1. Base Rent; Monthly Rent

Tenant is responsible for paying monthly rent for the use and occupancy of the Property (**Base Rent**) and all other fixed rent and fixed charges described in this Lease (collectively, **Monthly Rent**) on the **10th** day of each month (**Monthly Rent Due Date**). The Monthly Rent is $**0.00**. First month's Monthly Rent is due on the first Monthly Rent Due Date after the Start Date.

### 1.5.2. Additional Rent

Any amount Tenant may be required to pay Landlord or any other party under this Lease in addition to Monthly Rent will be additional rent (**Additional Rent**). The Monthly Rent and any Additional Rent are collectively referred to as "**Rent**". Additional Rent includes, without limitation:

- Any applicable charges for utilities and/or other services to the Property, in amounts that vary by month (**Variable Charges**), payable to Landlord within **15** days of billing.
- The cost of utilities required to be arranged for and paid by Tenant directly to the service provider.
- The Insufficient Funds Fee, which is $25 for the first dishonored payment, and $35 for each subsequent dishonored payment.
- The Late Fee is $**0.00**.

### 1.5.3. Manner of Payment

All Rent payable to Landlord must be paid by one of the following:

Check or money order made payable to the following recipient and delivered to the following address: **Tori Lawson**
**2612 Idell Street**
**Suite 29**
**Los Angeles**
**California**
**90065**.

Electronically by online payment service: **Tori Lawson 2612 Idell Street Suite 29 Los Angeles California 90065**. Landlord will provide Tenant with Landlord's account information.

ACH/direct deposit. Landlord will provide ACH/direct deposit payment information to Tenant directly.

Online payments with Zillow Payments.

### 1.5.4. Rent Summary

Tenant's Rent responsibilities are summarized below:

| | Monthly Rent |
|---|---|
| **Base Rent** | **$0.00** |
| **Parking Rent** Section 1.9 | **N/A** |
| **Storage Rent** Section 1.10 | **N/A** |
| **Pet Rent** Section 1.11 | **N/A** |
| **Electricity** Section 1.6.1 | **Variable charge** |
| **Natural Gas** Section 1.6.2 | **Included in base rent** |
| **Heating Oil** Section 1.6.3 | **Included in base rent** |
| **Heat** Section 1.6.4 | **N/A** |
| **Water/Sewer** Section 1.6.5 | **Water submeter** |
| **Trash Removal** Section 1.6.6 | **$0.00** |
| **Landscaping** Section 1.6.8 | **Included in base rent** |
| **Telephone** Section 1.6.9 | **Included in base rent** |
| **Cable TV** Section 1.6.10 | **Included in base rent** |
| **Internet** Section 1.6.11 | **Included in base rent** |
| **Homeowner/Condominium Assessment** Section 1.6.12 | **$0.00** |
| **TOTAL** | **$0.00** |

# 1.6. UTILITIES AND SERVICES

Landlord and Tenant agree that utilities and other services will be provided and paid for as outlined below:

### 1.6.1. Electricity

Landlord will provide electrical service to the Property, and Tenant will pay Landlord a monthly charge (**Electrical Charge** ) to reimburse Landlord for the cost of electrical service. The Electrical Charge is a variable amount based upon Tenant's share, as reasonably determined by Landlord, of the cost incurred by Landlord to provide electrical service to the Property.

### 1.6.2. Natural Gas

Landlord will provide natural gas service to the Property and the cost is included in Base Rent.

### 1.6.3. Heating Oil

Landlord will provide heating oil to power the heating system of the Property and the cost is included in Base Rent.

### 1.6.4. Heat

Heat is not provided separately from other utilities. The cost of heat is included in the utility costs (natural gas, electricity, or heating oil, as provided) necessary to run the heating system, and will be paid by the party responsible for the applicable utility.

### 1.6.5. Water and Sewer

Water usage is separately metered for the Property. Landlord will provide water/sewer service for the Property but Tenant will pay to Landlord a monthly charge to reimburse Landlord for the cost of water/sewer service. The Water Submetering Addendum attached to this Lease sets forth the specific terms of the billing for the separately-metered water /sewer service.

### 1.6.6. Trash Removal

Landlord will provide regular trash removal service for the Property, and Tenant will pay to Landlord a monthly charge ( **Trash Removal Charge**) to reimburse Landlord for the cost of trash removal service. The Trash Removal Charge is a fixed monthly charge of $**0.00**. The Trash Removal Charge is based upon Landlord's reasonable and good faith estimate of the amount that will reimburse Landlord for the cost of trash removal service to the Property. Receptacle(s) for collecting trash are provided by Landlord. Tenant is responsible for depositing trash in the receptacles provided.

### 1.6.7. Snow Removal

Landlord does not provide snow removal services for any portion of the Property or, if applicable, the Building grounds.

### 1.6.8. Landscaping

Landlord will provide the following landscaping services: **Edit landscaping Landscaping applies to this property Who will be responsible for landscaping? Tenant Responsible for reasonable upkeep including lawn mowing and leaf raking Landlord Responsible for reasonable upkeep including lawn mowing and leaf raking What services will be provided?**. The cost of landscaping services is included in Base Rent.

### 1.6.9. Telephone

Landlord will provide for telephone services and the cost is included in Base Rent.

### 1.6.10. Cable Television

Landlord will provide for cable or other premium television services and the cost is included in Base Rent.

#### 1.6.11. Internet

Landlord will provide for internet service and the cost is included in Base Rent.

#### 1.6.12. Homeowner or Condominium Association

The Property is located within a homeowner association or condominium association. Tenant will pay assessments imposed by the association relating to the Property. Tenant will pay Landlord the estimated association assessments of $ **0.00** per month.

## 1.7. SECURITY DEPOSIT

Tenant is not required to pay a security deposit to Landlord.

## 1.8. TENANT INSURANCE

Tenant is not required to maintain renter's insurance during the Term.

## 1.9. PARKING

Landlord does not offer vehicle parking to Tenants of the Building.

## 1.10. STORAGE SPACE

No storage room/storage locker (including any common areas) or other area exterior to the Property is provided for in this Lease.

## 1.11. PETS

Except as required by law, no pets or animals of any kind are permitted in the Property or, if applicable, common areas of the Building or on Building grounds. Landlord will, however, review any requests from Tenant or any Occupants with disability-related needs for reasonable accommodations for service and assistance animals at the Property as required by applicable law.

## 1.12. ADDITIONAL RULES

Tenant's use and occupancy of the Property is subject to the following policies, rules, regulations, covenants, restrictions and other matters of record attached to this Lease:

The Declaration of Condominium.

The rules and regulations of the homeowners association or condominium applicable to the Property.

Any Landlord specified rules governing use of the Property (**Rules Addendum**).

## 1.13. SMOKING POLICY

Smoking means: (i) inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation including hookahs or any similar product, whether natural or synthetic, in any manner or in any form; or (ii) use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

Smoking is allowed in the Property and, if applicable, all common areas of the Building and on Building grounds.

In addition to any other remedies Landlord may have under this Lease or at law, Landlord may charge Tenant a fee of up to $250 for a second and subsequent violations if Tenant smokes in a clearly designated non-smoking Property or area of the Building or Building grounds.

Tenant will not engage in or permit the sale, distribution, dispensing, storage, processing, cultivation, or use of marijuana or products containing marijuana or THC.

# 2. Additional Terms

## 2.1. PROPERTY CONDITION

Tenant has examined the Property, either in person or virtually, prior to signing this Lease and, as of the date of this Lease, is satisfied with its condition and appearance (**Existing Condition**). Landlord will deliver possession of the Property to Tenant on the Start Date in the same or better condition as the Existing Condition, except for ordinary wear and tear.

## 2.2. POSSESSION

In the event Landlord cannot deliver possession of the Property to Tenant by the Start Date, through no fault of Landlord, this Lease will continue in full force but Tenant, as Tenant's sole remedy, will not be obligated to pay the Monthly Rent (prorated based upon a 30-day month) for the period that Tenant is unable to take possession. If Landlord fails to deliver possession of the Property by the 30th day following the Start Date, Tenant may terminate this Lease by written notice delivered to Landlord at any point before actual possession of the Property is delivered to Tenant, in which event all amounts paid to Landlord by Tenant will be returned and both parties will be released from all obligations and liability under this Lease.

## 2.3. RENT PAYMENT

### 2.3.1. Payment Timing

Tenant will pay the Monthly Rent to Landlord, (or Landlord's Managing Agent, if specified above), in advance, on the Monthly Rent Due Date of each month during the Term according to the payment details specified in the Basic Terms. Variable Charges, if any, will be payable according to the timeframe specified in the Basic Terms.

### 2.3.2. Late Payment

If Tenant fails to pay the Monthly Rent or any other Rent in full by the end of the day **0** day(s) after it is due, a fee (**Late Fee**) in the amount specified in the Basic Terms to this Lease will be immediately assessed. The Late Fee is due by the end of the day after it is assessed. Acceptance of late payment does not waive Landlord's right to require payment of Monthly Rent in full on the date it is due.

### 2.3.3. Returned Checks / Dishonored Payments

If any payment of any Rent or other charges under this Lease is returned for insufficient funds or otherwise fails, Tenant will pay Landlord a fee in the amount specified in the Basic Terms. Landlord will also have the right to require the dishonored payment be replaced by a cashier's check, certified check, or money order. Should more than two of Tenant' s payments to Landlord during the Term be returned for insufficient funds, Landlord may require that all future payments of Monthly Rent and other obligations be paid by cashier's check, certified check, or money order.

### 2.3.4. Acknowledgment of Damages

Tenant acknowledges that late payment of Monthly Rent or any other Rent or issuance of a returned check will cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impracticable to determine. These costs may include, but are not limited to, processing, enforcement, and accounting expenses, and late charges imposed on Landlord. Landlord and Tenant agree that the Late Fee and Insufficient Funds Fee represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or dishonored payment. Landlord's

acceptance of any Late Fee or Insufficient Funds Fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Fee or Insufficient Funds Fee shall not be deemed an extension of the date Monthly Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease and as provided by law.

## 2.4. SECURITY DEPOSIT

### 2.4.1. Use of Security Deposit

Landlord will hold the Security Deposit in a segregated account if required by applicable law. Interest on the Security Deposit will be retained by Landlord, unless required to be paid to Tenant under applicable law. Subject to applicable law, Landlord may use the Security Deposit to: (i) remedy Tenant Defaults (as defined in Section 2.9.1 below) under this Lease, including past due Rent; and/or (ii) pay for costs incurred by Landlord to repair damages to the Property caused by Tenant, any Occupants, or any guests of Tenant or any Occupants, beyond ordinary wear and tear (collectively, **Deposit Claims**). The Security Deposit will not relieve Tenant of any obligation to pay any Rent due under this Lease prior to termination. If a Pet Damage Deposit is required, it will be considered a Security Deposit and subject to the terms of this Section.

### 2.4.2. Return of Security Deposit

The Security Deposit, less any Deposit Claims, will be returned to Tenant within 21 days (or shorter period as required by local ordinance) after Tenant vacates the Property upon expiration or earlier termination of this Lease. The returned portion of the deposit will be sent as a single check payable to Tenant(s) listed in the Basic Terms, or as otherwise agreed to by Landlord and Tenant. Any Deposit Claims will be described in an itemized statement provided with the returned portion of the deposit. If the Deposit Claims exceed $125, Landlord will provide to Tenant copies of documents showing the charges incurred and deducted by Landlord to repair or clean the Property. Tenant will provide a forwarding address to Landlord where the Security Deposit, less Deposit Claims, and the itemized statement will be mailed. In the event Tenant fails to provide a forwarding address, the Security Deposit and statement will be sent to Tenant's last known address, which may be the Property, and Landlord will not be liable for Tenant's delayed receipt of, or failure to receive, the Security Deposit and itemized statement.

### 2.4.3. Credit Reporting Notice

Landlord may submit a negative credit report on Tenant's credit record to a credit reporting agency if Tenant fails to fulfill the terms of Tenant's credit obligations, including the financial obligations under this Lease.

## 2.5. TENANT'S OBLIGATIONS

### 2.5.1. Residential Use Only

Tenant will use and occupy the Property for residential purposes only. Tenant will not use or permit the use of the Property for any non-residential, illegal, or otherwise inappropriate purpose, including for any commercial purpose.

### 2.5.2. Permitted Occupants

Subject to applicable law, the Property will not be occupied by anyone other than the following: (i) Tenants; (ii) Occupants identified in the Basic Terms; and (iii) children under the age of majority of any Tenant (and Tenant will notify Landlord promptly after any such children take occupancy).

### 2.5.3. No Disturbance or Nuisance Permitted

Tenant will not, and will not permit any Occupants or any guests to: (i) make any unreasonably loud or otherwise unreasonable use of the Property; (ii) allow any condition on the Property or, if applicable, common areas of the Building that poses threat of injury to persons or property; or (iii) otherwise interfere with the rights, comfort, safety, or enjoyment of the other tenants or occupants of the Building (if applicable) or neighboring properties.

### 2.5.4. Utilities

Tenant will not cause any utility to be interrupted during the Term, and will provide Landlord with reasonable evidence that any utility specified as Tenant's responsibility has been paid upon Landlord's reasonable request.

### 2.5.5. Maintenance

Tenant will: (i) keep and maintain the Property in a clean, safe, and sanitary condition; (ii) regularly dispose of all garbage and other waste in a clean and safe manner, not overload any trash receptacles, and separate and dispose of recyclable and compostable materials in any provided separate receptacles; (iii) use all appliances, fixtures, and equipment located in the Property in a safe and reasonable manner in keeping with their intended function and, if provided to Tenant, the applicable operating instructions; (iv) not obstruct access to doors and windows; and (v) maintain the Property in the same condition as it was delivered to Tenant, except for ordinary wear and tear. Landlord has installed one or more operational smoke detectors and carbon monoxide detectors. If the Property has a gas heater or appliance, fireplace or an attached garage, Tenant will regularly (not less often than once per month) test the detectors and notify Landlord of any deficiencies for Landlord to correct. Tenant will pay to repair any damage to the Property caused by Occupants or any guest of Occupants, except for ordinary wear and tear.

### 2.5.6. No Transfer

Tenant will not sublease or assign all or any portion of the Property without the prior written consent of Landlord, in Landlord's sole discretion. Any attempted sublease or assignment of the Property or this Lease without the prior written consent of Landlord will be void and cause for termination of this Lease by Landlord. No sublease of the Property will release Tenant from any obligation under this Lease, and Tenant will be liable for any violations of this Lease caused by a subtenant. Tenant will not rent the Property, or any portion of the Property, including through any rental program such as "Airbnb," "VRBO," or similar program, and Tenant's entry into any short-term rental agreement will be cause for termination of this Lease by Landlord.

### 2.5.7. No Alterations

Tenant will not perform any alterations or improvements to the Property without the prior written consent of Landlord, in Landlord's sole discretion. Alterations and improvements include adding, changing, or removing appliances, fixtures, shelving, wallpaper, or wall paint. In addition, except as required by applicable law, Tenant is not allowed to arrange, and will not permit, the installation of new or additional wiring, cabling, or equipment without Landlord's prior written consent, in Landlord's sole discretion. If Tenant violates this provision, Tenant will return the Property to its original condition at Tenant's sole cost and expense. If Landlord approves of any alterations, Tenant understands that any applicable alterations will remain as part of the Property at the end of the Term. Tenant will not subject the Property to any liens in connection with making any alteration or improvement and will indemnify Landlord from all costs and expenses related to alterations, improvements, or liens.

### 2.5.8. Joint Liability

All individuals executing this Lease as Tenants will be jointly and severally liable for the performance of all agreements, covenants, and obligations of a Tenant contained in this Lease.

## 2.6. LANDLORD'S OBLIGATIONS

### 2.6.1. Services and Utilities

Landlord will only provide the services and utilities as specified in the Basic Terms and as otherwise required under applicable law. Tenant waives all liability of Landlord for any interruption or insufficiency of any service or utility resulting from causes beyond the reasonable control of Landlord.

### 2.6.2. Maintenance and Repairs

Subject to Tenant's duties under Section 2.5 above, Landlord will maintain the Property (including its structural elements, roof, and systems) in good order and repair and, if applicable, will maintain the Building common areas, in a clean, safe, and sanitary condition. Landlord will be responsible for, and will pay for, repairing (and restoring to working condition) the appliances, fixtures, or equipment located in the Property, except if any repairs are necessary as a result of improper use by Tenant or any Occupant, or the guest of Tenant or any Occupant. Tenant will notify Landlord promptly in writing upon becoming aware of any condition within the Property or, if applicable, in the Building, that requires repair or maintenance by Landlord. Landlord will undertake any required repairs reasonably promptly (and in any event in accordance with applicable law), based on the condition, following receipt of notice. Delay by Landlord in performing or completing any repair will not permit Tenant to complete the repair or incur related expenses or to terminate this Lease, except as permitted by applicable law.

## 2.7. LANDLORD'S ACCESS

Landlord, its agents and contractors, will have the right of reasonable access to the Property during normal business hours to perform its obligations of maintenance and repair of the Property or, if applicable, any other portion of the Building, as long as Tenant is provided (in writing, by telephone, or other means designed in good faith to provide notice) 24 hours' notice (or six days if the notice is mailed) prior to entry, except that in the case of an emergency or, if applicable, if repairs or maintenance elsewhere in the Building unexpectedly require access, Landlord may immediately access the Property and will give Tenant notice of the entry within two days after. Landlord and its agents will have the right to access the Property during normal business hours for the purpose of showing the Property to prospective tenants and purchasers. Landlord will provide 24 hours (or six days if the notice is mailed) prior notice given to Tenant (in writing, by telephone, or by other means designed in good faith to provide notice) before any showing. Tenant will not prevent Landlord from accessing the Property in order to conduct showings for which Tenant was provided notice.

## 2.8. SURRENDER

### 2.8.1. End of Term

Tenant will surrender possession of the Property and return the keys to Landlord upon the Expiration Date or earlier termination of this Lease. At the time of surrender, the Property will be in the same condition as the Start Date, except for ordinary wear and tear, and otherwise in clean condition and free of all personal property of the Occupants. To the extent permitted by applicable law, any personal property left on the Property after Tenant vacates the Property will be deemed abandoned by the Occupants and may be disposed of by Landlord at Tenant's cost (and may be deducted from Tenant's Security Deposit by Landlord). Neither Landlord nor Tenant is obligated (and neither has any right) to unilaterally renew or extend the Term of this Lease. If Tenant and all Occupants do not vacate the Property by the Expiration Date or earlier termination of this Lease, Landlord may commence legal proceedings allowed by applicable law to remove and evict Tenant and any Occupant from the Property and will be entitled to recover from Tenant double the Monthly Rent prorated based on a 30-day month (or the maximum rent allowed for holdover under applicable law, if less) for the period until Landlord regains possession of the Property.

## 2.9. DEFAULT

### 2.9.1. Default by Tenant

Tenant will be in default (Default) if: (a) Tenant fails to pay any Monthly Rent by **99999** days after Monthly Rent is due and does not cure the failure within three days of receiving written notice from Landlord; (b) Tenant fails to pay any Additional Rent by **99999** days after the Additional Rent is due and does not cure the failure within three days of receiving written notice from Landlord or; (c) Tenant fails to comply with any other obligation or restriction in this Lease

and does not cure the failure within three days of receiving written notice from Landlord. If Tenant Defaults under this Lease, Landlord may exercise all rights and remedies available under applicable law, including the right to: (a) terminate this Lease; (b) regain possession of the Property through an eviction or similar process; (c) recover from Tenant all unpaid Rent, including unpaid Monthly Rent, Additional Rent, Late Charges and, if applicable, holdover Rent for the period prior to Tenant's delivery of possession of the Property to Landlord; (d) recover all Rent payable under this Lease for the period from the date of termination for Tenant Default through the stated Expiration Date, less the amount Landlord is able to collect from any replacement tenants for that period; and (e) recover all reasonable costs and expenses incurred by Landlord in repairing any damage to the Property, caused by the improper use by any Occupant or any guests of an Occupant, less any amounts obtained from the Security Deposit. Additionally, to the extent permitted under applicable law, Landlord may recover from Tenant Landlord's court costs and reasonable attorneys' fees and expenses incurred in connection with any legal proceedings against Tenant. To the extent required by applicable law, Landlord will use reasonable efforts to mitigate any damages resulting from Tenant Default. Landlord and Tenant agree that as a condition for granting relief from forfeiture, Tenant shall pay all back rent, pay Landlord's attorneys' fees and costs, and pay any other damages sustained by Landlord, as a condition for relief from forfeiture.

## 2.10. NOTICES

Any notice of termination of this Lease, notice of Default by Tenant under this Lease or any other notice required to be given in writing under applicable law (**Material Notices**) will be in writing and sent to Tenant and Landlord at the applicable address set forth in Section 2.16 below. Except for Material Notices, all other written notices under this Lease may be delivered to the other party at the e-mail address or physical address of the party specified in Section 2.16, or by other electronic means agreed to by the parties. Either party can update its email or physical address by sending written notice to the other party.

## 2.11. TENANT'S PROPERTY

Tenant acknowledges that Landlord's insurance does not cover loss or damage to any of Tenant's personal property located on the Property and that Landlord will not be liable for any damage to Tenant's personal property. If required by the Basic Terms, Tenant will obtain and maintain (during the Term) renter's insurance of at least the level stated in the Basic Terms. Upon Landlord's request, Tenant will provide Landlord a certificate of insurance as evidence of the policy. Even if no policy of renter's insurance is required, Landlord recommends that Tenant obtain renter's insurance.

## 2.12. GENERAL

This Lease will be governed by the laws of the State of **California**, and any additional laws of the city or county in which the Property is located. This Lease will be binding on and inure to the benefit of all permitted heirs, legal representatives, and assigns of the parties. This Lease, along with the attached Addenda and legal disclosures, contains the entire agreement between Landlord and Tenant and may not be changed except in writing signed by all parties. If any provision of this Lease is found to be invalid or unenforceable, all other provisions contained in this Lease will remain binding and enforceable to the maximum extent permitted by applicable law.

## 2.13. DISCLOSURES / ADDENDA

Tenant acknowledges that the legal disclosures and addenda (**Addenda**) attached to this Lease are part of the legal agreement between the parties. Tenant will comply with all applicable rules and regulations set out in the attached Addenda. The terms of this Lease will control in the event of any conflict between the terms of any Addenda and the terms of the Lease.

## 2.14. SECTION 8 / HOUSING CHOICE VOUCHER PROGRAM

If Tenant is planning to pay a portion of the Rent with a Section 8 housing voucher (**Voucher**) administered through a local public housing authority (**PHA**), a disclosure (**Section 8 / Housing Choice Addendum**) will be attached to this Lease which sets forth the specific terms of, and limitations on, Tenant's use and Landlord's acceptance of the Voucher. Landlord and Tenant agree that, until the Property has been approved for use by the PHA, Tenant will only be responsible for the non-Voucher covered portion of the Rent. Landlord represents and warrants that: (i) Landlord will take all necessary action required by the PHA to accept Tenant's Voucher; and (ii) Landlord is not subject to disapproval under federal Housing and Urban Development (**HUD**) regulations. Tenant can terminate this Lease if Landlord is unable to accept a Voucher within 60 days from the execution of this Lease.

## 2.15. EXECUTION

All individuals indicated in the Basic Terms as comprising Tenant will sign this Lease and related attached Addenda where indicated. Each of Landlord and Tenant consents to the other party's execution of this Lease by electronic signature. Delivery of this Lease containing the electronic signature of a party or otherwise by facsimile through electronic means or as a digital copy will have the same full force and effect as a manually executed original version.

## 2.16. CONTACT INFORMATION

### 2.16.1. Tenant

Tenant's address is required for notice prior to the Start Date. Notices after the Start Date will be made to the Property.

| Tenant Name | Address for Notice Prior to Start Date | Phone | Email |
|---|---|---|---|
| **Tori Lawson** | **2612 Idell Street Apartment 29<br>Los Angeles, California<br>90065** | **1-213-649-9631** | **shecodes6@gmail.com** |

### 2.16.2. Landlord & Managing Agent

| Landlord Name | Address for Notice | Phone | Email |
|---|---|---|---|
| **Tori Lawson** | **2612 Idell Street Apartment 29<br>Los Angeles, California<br>90065** | **213-649-9631** | **homegirlh3lp@gmail.com** |

| Managing Agent Name | Phone | Email |
|---|---|---|
| **Tori` Lawson** | **2136499631** | **homegirlh3lp@gmail.com** |

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the date of the last signature below.

## TENANT SIGNATURE

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-1

## LANDLORD SIGNATURE

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-2

# Rules Addendum

This Rules Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

**ACTIONS OF RESIDENTS**

**- The tenant will dispose of trash only in designated areas.**
**- The tenant will promptly report any repair or maintenance problems to you or your managing agent (if any).**
**- The tenant will not engage in, or permit, the use or sale of marijuana, or products containing marijuana or THC, on the property or on its grounds.**

**KEYS**

**- At delivery of possession to the Property Tenant will sign and deliver to Landlord a receipt which will identify the locks associated with the keys provided to Tenant (e.g. common building door, Property door, mailbox, etc.) and the number of each type of key so provided.**
**- When Tenant vacates the Property at the end of the Term, Tenant will return all keys provided to Tenant by Landlord. If Tenant fails to return all such keys, Landlord may re-key all of the applicable locks and the cost incurred by Landlord in re-keying such lock(s) will be paid by Tenant on demand or Landlord may apply the Security Deposit, if any, to pay that cost.**
**- If the tenant loses a key or requires duplicates, they must notify you or your managing agent, if any, and bear the cost. The tenant may not duplicate the keys on their own.**

**USE OF PREMISES AND COMMON AREAS**

**- Tenant may not, without written consent of Landlord, drill holes or use nails, hooks, and screws on the property.**
**- Tenant may not fasten anything to the fixtures, appliances, or to the interior or exterior of the property.**
**- Any balcony or porch included in Property, or adjacent to Property, may not be altered by Tenant or used to store their personal belongings.**
**- Tenant will comply with all weight restrictions on balconies and porches and will not overload them.**
**- No laundry or other items will be hung from any window, balcony, or porch.**
**- Tenant may not bring anything onto the property or grounds which could increase the risk of fire (e.g., flammable chemicals).**
**- No wax candles will be used on the property.**
**- Tenant may not cook or barbecue on any porch or balcony or within 15 feet of any building.**
**- Tenant won't place any sign, advertisement, or notice so that it's visible outside the property.**
**- Tenant won't add or change any locks without prior written consent of Landlord.**
**- Waterbeds and other water furniture are prohibited. Also, unusually heavy items like pianos and safes are only allowed if Landlord agrees that the weight is reasonable for the property's floor.**

**OTHERS**

**Custom rules**

IN WITNESS WHEREOF, Tenant and Landlord hereby agree to this Rules Addendum.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-5

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-4

# Lead Based Paint Hazard Disclosure

### LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### LANDLORD'S DISCLOSURES

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### TENANT'S ACKNOWLEDGEMENTS

By signing below, Tenant acknowledges receipt of copies of all information listed above. In addition, by signing below, Tenant acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home, a copy of which is attached to this Lease.

### CERTIFICATE OF ACCURACY

IN WITNESS WHEREOF, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

### TENANT SIGNATURE

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-14

### LANDLORD SIGNATURE

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-13

# Megan's Law Disclosure

Notice: Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by The Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which the offender resides.

IN WITNESS WHEREOF, Tenant and Landlord hereby acknowledge this disclosure

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-17

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-16

# Asbestos Report

Asbestos is a common building material that may be present in many buildings constructed prior to 1981.

The United States Environmental Protection Agency (EPA) has determined the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. Sanding, scraping, pounding and other remodeling techniques that release dust may cause asbestos particles to become airborne.

EPA rules do not require the material to be removed. Federal law requires that reasonable precautions are taken to minimize the chance of damage or disturbance of asbestos containing materials.

Tenant(s) acknowledge this is a WARNING that the Leased Premises may contain asbestos and may expose him/her to a chemical known to cause cancer.

Landlord has no knowledge of asbestos and/or asbestos hazards located in or around the leased Premises.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-27

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-26

# Flood Hazard Disclosure

Landlord has no knowledge that the Property is located in a special flood hazard area or an area of potential flooding.

Tenant may obtain information about hazards, including flood hazards, that may affect the property from the California Governor's Office of Emergency Services at http://www.myhazards.caloes.ca.gov. Landlord is not required to provide any additional information concerning flood hazards to the property.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-42

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-44

# Water Submeter Addendum

The Property is equipped with a water submeter. As required by California law, Tenant will be billed for water service separately from the rent. The location of the submeter for this is **Where is the water submeter?**.

The estimated monthly bill for water service for dwelling units at the property is $**0.00**. This estimate is based on:

The average or median bill for water service for comparative dwelling units at the property over any three of the past six months.

Due Dates: **First of the month**.

Payment Procedures: **The tenant may contact you with questions about water billing with the information provided below**.

Tenant may contact the Landlord with questions regarding water service billing as follows:

Mailing Address: **Tori Lawson**
**2612 Idell St**
**Apartment 29**
**Los Angeles, California**
**90065**.

Email address: **shecodes6@gmail.com**.

Toll free or local phone number: **2136499631** (available during the following dates and times: **12:00 AM- 12:00 AM**.)

The Tenant shall notify the landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices, and Landlord is required to investigate, and, if necessary, repair these problems within 21 days, otherwise, the water bill will be adjusted pursuant to law.

This disclosure is only a general overview of the laws regarding submeters. Laws can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code of California, available online and at most libraries.

CERTIFICATE OF ACCURACY

IN WITNESS WHEREOF, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-52

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-54

# Methamphetamine Laboratory Contamination Notice

California law (Health and Safety Code Section 25400.28) requires property owners to provide written notice to all prospective tenants that have completed an application to rent an affected dwelling unit or other property of any methamphetamine remediation order, and shall provide the prospective tenant with a copy of such order.

Methamphetamine contamination can be dangerous to Tenant in high concentrations, presenting health concerns through absorption of the materials in the air.

This Property has no suspicion of contamination.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-62

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-56

# Conversion Project Notice

The unit you may rent has been approved for sale to the public as a condominium project, community apartment project, or stock cooperative project (whichever applies). The rental unit may be sold to the public, and, if it is offered for sale, your lease may be terminated. You will be notified at least 90 days prior to any offering to sell. If you still lawfully reside in the unit, you will be given a right of first refusal to purchase the unit.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-73

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-65

# Death In The Property Notice

Tenant has a right to have questions answered pertaining to death in the rental unit to the best of the Landlord's knowledge upon request. At the time of this Lease agreement, Landlord certifies the following information pertaining to the history of death in the rental property:

No death reported.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-84

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-75

# Tenant Protection Act Disclosure

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the following parties have reviewed the information above.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-89

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-86

# Military Facilities Disclosure

The Property is not located within one mile of an abandoned or closed military base where ammunition or military explosives were used.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-97

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-104

# Information about Bed Bugs

BED BUG APPEARANCE

Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

LIFE CYCLE AND REPRODUCTION

An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

BED BUG BITES

Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

• Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.

• Molted bed bug skins, white, sticky eggs, or empty eggshells.

• Very heavily infested areas may have a characteristically sweet odor.

• Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

CERTIFICATE OF ACCURACY

IN WITNESS WHEREOF, Tenant and Landlord have executed this Notice as of the date of the last signature below.

**TENANT SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:08:00 PM PST - 2-106

**LANDLORD SIGNATURE**

**Tori Lawson** Tori Lawson
03-05-2025 12:23:22 PM PST - 3-114

# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.

Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

# Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

# Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air*.

## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

**Indoor sources include:**

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

**Outdoor sources include:**

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

# Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

## Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Women of childbearing age should know that lead is dangerous to a developing fetus.**

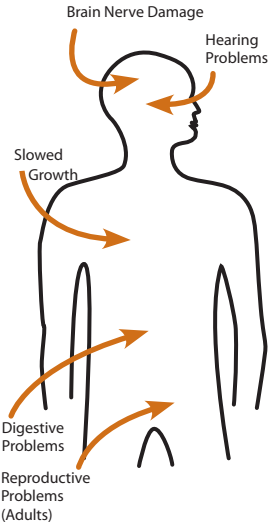
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage




While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ($mg/cm^2$), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft$^2$) for floors, including carpeted floors
- 100 µg/ft$^2$ for interior windows sills
- 400 µg/ft$^2$ for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

**The National Lead Information Center**
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

**EPA's Safe Drinking Water Hotline**
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

**State and Local Health and Environmental Agencies**
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# TENANCY ADDENDUM
## Section 8 Tenant-Based Assistance
## Housing Choice Voucher Program
(To be attached to Tenant Lease)

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**1. Section 8 Voucher Program**

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

**9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer**: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

   If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

   (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

   (2) Establish eligibility under another covered housing program; or

   (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

   (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

   (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

   (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

   (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

   (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

**10. Eviction by court action**

The owner may only evict the tenant by a court action.

**11. Owner notice of grounds**

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**12. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

**13. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

**14. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

**15. Security Deposit**

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**16. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

**17. Conflict with Other Provisions of Lease**

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

**18. Changes in Lease or Rent**

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

**19. Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

**20. Definitions**

**Contract unit**. The housing unit rented by the tenant with assistance under the program.

**Family**. The persons who may reside in the unit with assistance under the program.

**HAP contract**. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household**. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS)**. The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements**. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease**. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA**. Public Housing Agency.

**Premises**. The building or complex in which the contract unit is located, including common areas and grounds.

**Program**. The Section 8 housing choice voucher program.

**Rent to owner**. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8**. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant**. The family member (or members) who leases the unit from the owner.

**Voucher program**. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.